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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

ORACLE USA, INC., a Colorado corporation,
ORACLE AMERICA, INC., a Delaware
corporation; and ORACLE INTERNATIONAL
CORPORATION, a California corporation,

Plaintiffs,

v.

RIMINI STREET, INC., a Nevada corporation;
and SETH RAVIN, an individual,

Defendants.

AND ALL RELATED COUNTER CLAIMS.

Case No. 2:10-CV-0106-LRH-PAL

**DECLARATION OF BRIAN E. FEES IN
SUPPORT OF NON-PARTY
CEDARCRESTONE INC.'S
OPPOSITION TO PLAINTIFFS'
MOTION TO MODIFY PROTECTIVE
ORDER, AND IN THE ALTERNATIVE,
COUNTERMOTION FOR STAY**

I, Brian E. Fees, hereby declare as follows:

1. I am over the age of eighteen years, am competent to testify in this action, and have personal knowledge of the following facts and could and would testify competently to them if called as a witness. I make this Declaration in support of Non-party CedarCrestone Inc.'s Opposition to Plaintiffs' Motion to Modify Protective Order, And In the Alternative, Countermotion for Stay.

2. I am Chief Financial Officer for CedarCrestone, Inc. ("CedarCrestone"). I hold a Bachelor of Science in Engineering from Arizona State University in Industrial and Systems Engineering and a Master of Science (SM) from the Massachusetts Institute of Technology Sloan School of Management. I have been employed at CedarCrestone since December 11, 2000.

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1 3. CedarCrestone is an Oracle Certified Advantage Partner which provides a variety of
2 services to Oracle PeopleSoft licensees. CedarCrestone has extensive expertise with Oracle
3 technology and Oracle applications. Oracle itself has recognized CedarCrestone's expertise at
4 delivering enterprise solutions by designating CedarCrestone one of its top-tier Platinum Partners.

5 4. CedarCrestone is, in some aspects, a direct competitor of Oracle in that both
6 companies provide various services for Oracle's PeopleSoft products. Although CedarCrestone and
7 Oracle work together in several ways, including by developing new products, co-marketing, and sub-
8 contracting work to each other, Oracle has a consulting division which provides PeopleSoft
9 consulting services that are similar to those provided by CedarCrestone and has a hosting division
10 which provides PeopleSoft hosting services similar to CedarCrestone's hosting services. Oracle and
11 CedarCrestone frequently compete for the same consulting or hosting contracts.

12 5. In Oracle's still-pending lawsuit against SAP and TomorrowNow (the "SAP
13 Litigation"), CedarCrestone was one of many third parties to receive a subpoena for the production
14 of documents. In the SAP Litigation, CedarCrestone worked amicably with Oracle over the course
15 of several months to limit the scope of Oracle's initially overbroad and unduly burdensome requests
16 to provide responsive documents Oracle wanted in order to press its claims against SAP and
17 TomorrowNow.

18 6. CedarCrestone produced documents in the SAP Litigation pursuant to a stipulated
19 protective order entered in that action. The stipulated protective order in the SAP Litigation appears
20 substantially the same as the Stipulated Protective Order that Oracle crafted in the Rimini Action,
21 including the provision that limits the discovery to use only in that particular litigation. Attached
22 hereto as **Exhibit 1** is a true and correct copy of the Stipulated Protective Order in the SAP
23 Litigation.

24 7. CedarCrestone would have filed a motion to quash the subpoena and sought its own
25 protective order had it not been able to rely on the protective order that had been entered in the SAP
26 Litigation.

27 8. On or about February 14, 2011, Oracle served a Subpoena Duces Tecum for
28 CedarCrestone (the "Subpoena") on CSC Services of Nevada, Inc., CedarCrestone's registered agent

1 in Nevada in connection with the Rimini lawsuit. Attached hereto as **Exhibit 2** is a true and correct
2 copy of the Subpoena.

3 9. CedarCrestone reviewed the Subpoena, consulted counsel, and concluded it was void
4 for being issued and served in the wrong jurisdiction, was objectionable on many grounds, and
5 unreasonably demanded production of hundreds of thousands of documents within three weeks of
6 service. CedarCrestone has no offices in Nevada and its principal place of business is in Georgia.
7 CedarCrestone has appointed a registered agent in Nevada, but has no physical offices or presence in
8 Nevada. To the extent that the voluminous documents and electronic information requested in the
9 Subpoena are in any one place they are located and stored at CedarCrestone's headquarters in
10 Alpharetta, Georgia where the Subpoena, if not otherwise objectionable, should have been issued
11 and served. CedarCrestone therefore retained counsel in Nevada to contest the Subpoena.

12 10. Without waiving any objections, and foregoing immediate filing of a Motion to
13 Quash the Subpoena, CedarCrestone again attempted to work with Oracle in good faith to tailor a
14 reasonable, non-objectionable production in response to the Subpoena, as it had in the SAP
15 Litigation. Our General Counsel contacted corporate counsel at Oracle to discuss the production.
16 But when Oracle indicated that it wanted to instead proceed by subpoena, CedarCrestone then
17 formally objected to the Subpoena in writing by letter on March 7, 2011 and also called Oracle's
18 counsel to discuss CedarCrestone's specific objections that same day.

19 11. Nevertheless, we continued to work with Oracle to reach agreement on a reduced
20 scope of production and appropriate protection for the information to be disclosed. Oracle
21 repeatedly and unequivocally assured CedarCrestone that the protections set out in the Protective
22 Order would protect CedarCrestone's confidential information through a series of letters and phone
23 calls.

24 12. In reliance on the parties' agreement regarding the limitations on use of
25 CedarCrestone's information, CedarCrestone produced over 2.16 gigabytes of data in response to
26 Oracle's subpoena. Between May 19 and July 12, 2011, CedarCrestone produced over 500
27 additional documents and an audio file in response to the Subpoena, all in reliance on the Protective
28 Order in this action.

1 13. On June 24, 2011, prior to producing some of its documents, CedarCrestone sent
2 Oracle a proposed sample Supplemental Stipulation of Confidentiality designed to supplement the
3 Protective Order in order to provide more protections to third parties whom were not involved in
4 crafting the Stipulated Protective Order. Instead of negotiating as to the scope and nature of
5 CedarCrestone's proposal, Oracle informed CedarCrestone by email without explanation that its
6 proposed restrictions were unreasonable and that it planned to move to compel. CedarCrestone
7 again attempted to facilitate a dialogue concerning the Protective Order to further protect third
8 parties' interests, but Oracle instead notified CedarCrestone that Oracle's objections were now laid
9 out in its just-filed Motion to Compel.

10 14. However, CedarCrestone still continued to negotiate with Oracle in good faith even
11 after Oracle filed a Motion to Compel. Prior to the deadline to file its opposition to Oracle's Motion
12 to Compel, in which CedarCrestone intended to seek to quash and/or limit the Subpoena as void and
13 objectionable, CedarCrestone and Oracle reached an agreement concerning production, and Oracle
14 withdrew its Motion to Compel.

15 15. In addition, Oracle entered into a stipulation that provided additional notice to
16 CedarCrestone as a third party to the extent the parties to the Rimini Action intended to use the
17 CedarCrestone discovery in the Rimini Action.

18 16. Several months later, Oracle also sought to depose a CedarCrestone company
19 representative in this action, and Paul Simmons appeared on behalf of CedarCrestone for deposition
20 on December 2, 2011, again in express reliance on the protections of the Protective Order in the
21 Rimini Action.

22 17. According to the Protective Order, a party has five days to designate portions of a
23 transcript as "Confidential," "Highly Confidential," or otherwise. Oracle did not immediately send
24 the Simmons transcript to CedarCrestone, and by the time CedarCrestone received it, Oracle had
25 already made designations to it, including "Highly Confidential – Attorneys' Eyes Only." Oracle
26 appears now to be seeking to defeat not only CedarCrestone's designations under the Protective
27 Order, but its own designations regarding CedarCrestone's documents as well.

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1 18. Subsequent to CedarCrestone's production of documents and provision of testimony
2 pursuant to the Protective Order, [REDACTED]

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 19. For example, on or about April 19, 2012, [REDACTED]

9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 On the following day, April 20, 2012, [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 20. [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]
27 [REDACTED]

28 ///

21. On or about May 8, 2012, [REDACTED]

22. Further, on or about May 7, 2012,

23. On May 5, 2012,

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

/s/ Brian E. Fees
Brian E. Fees

CERTIFICATE OF SERVICE

I hereby certify that on June 15, 2012, I served via CM/ECF a true and correct copy of the foregoing **DECLARATION OF BRIAN E. FEES IN SUPPORT OF CEDARCRESTONE'S OPPOSITION TO PLAINTIFF'S MOTION TO MODIFY PROTECTIVE ORDER, AND IN THE ALTERNATIVE, COUNTERMOTION FOR STAY**, to all parties and counsel as identified on the CM/ECF-generated Notice of Electronic Filing.

/s/ Jana Dailey

Jana Dailey

An employee of DUANE MORRIS LLP